

the Honorable Sir Julius Vogel, as Knight Commander of the Most Distinguished Order of St. Michael and St. George, the Postmaster-General of the Colony of New Zealand, as such Postmaster-General, and acting for and on behalf of the Government of such colony, in the sum of £25,000 of lawful money of the United Kingdom of Great Britain and Ireland, to be paid to the said John Fitzgerald Burns and Sir Julius Vogel, and their successors in their respective offices of Postmaster-General of the said Colony of New South Wales, and Postmaster-General of the said Colony of New Zealand, which said bond or obligation, after reciting certain articles of agreement made and entered into on the 23rd day of July, 1875, between the said John Fitzgerald Burns, as Postmaster-General of and acting for and on behalf of the Government of the said Colony of New South Wales, of the first part, the said Sir Julius Vogel, as Postmaster-General of and acting for and on behalf of the Government of the said Colony of New Zealand, of the second part, and the above bounden Pacific Mail Steamship Company, of the third part, relating to and providing for the conveyance, by the said Pacific Mail Steamship Company, during the period of eight years, to be computed from the 15th day of November, 1875, of Her Majesty's Mails and all other mails of whatever country or place which the Postmaster-General or either of them should at any time or from time to time require the said Pacific Mail Steamship Company to convey between Sydney and San Francisco, and between San Francisco and Sydney, and between New Zealand and San Francisco, and between San Francisco and New Zealand, and from and to all and every or any of these ports, to and from the ports of Honolulu in the Sandwich Islands, and Kandavau in the Fiji Islands, according to the routes within the respective times and in manner in the said articles of agreement provided, is subject to a certain condition thereunder written, by which it is declared that if in case the said Pacific Mail Steamship Company, while the whole or any part of the services of the said articles of agreement in the said bond or obligation recited, agreed to be performed, or to be performed, shall not provide, or in any case having provided they shall not keep seaworthy and in complete repair and readiness for the purpose of conveying for a period of eight years, to be computed from the 15th day of November, 1875, all Her Majesty's mails which and all other mails which the Postmaster-General for the time being of the Colony of New South Wales, and the Postmaster-General for the time being of the Colony of New Zealand or either of them shall at any time or from time to time require the said Pacific Mail Steamship Company to convey between Sydney and San Francisco, and between San Francisco and Sydney, and between New Zealand and San Francisco, and between San Francisco and New Zealand, and from and to all and every or any of those ports to and from the said ports of Honolulu and Kandavau, a sufficient number of and not less than five good, substantial, and efficient screw steam vessels of the first class, and fully equal to class 100, A1, Lloyd's Register, and of not less gross registered tonnage than 2,500 tons each, constructed of iron and propelled by first-rate engines of adequate power for a minimum continuous speed of eleven nautical miles per hour, or in case any vessels shall be employed in the said service which shall not have been approved by the Postmasters-General or an officer or officers appointed by them for the purpose, or in case any vessel which on any such survey as mentioned in the said articles of agreement recited in the said bond or obligation shall have been disapproved of, or in which such deficiency or defect as in the said recited articles in the said bond or obligation mentioned shall have appeared, shall be employed in the conveyance of mails before such defect or deficiency has been repaired or supplied to the satisfaction of the Postmaster-General or officer requiring the same, the said Pacific Mail Steamship Company, John Francis Ure, John Lennox Kincaid Jamieson, William Pearce, and Donald Robert Macgregor, or some or one of them, or the successors, executors, or administrators of some or one of them, do and shall in any or either of the said cases pay unto the said Postmasters-General of the said colonies the sum of £25,000 as and for liquidated damages, then the said bond or obligation now in recital shall be void: And whereas with the assent of us the said John Francis Ure, John Lennox Kincaid Jamieson, William Pearce, and Donald Robert Macgregor, Her Majesty's and other mails have (for a portion of the said period of eight years in the said condition of the said bond or obligation mentioned) been conveyed by the said Pacific Mail Steamship Company between the said Colonies of New South Wales and New Zealand and San Francisco, and between San Francisco and the said colonies, by other routes and within other times and at other rates of payment than those in the said articles of agreement mentioned: And whereas negotiations have been commenced and are still proceeding between the Postmasters-General and the said Pacific Mail Steamship Company for a permanent alteration of the routes by which the times within which and the rates of payment at which Her Majesty's and other mails should according to the terms of the said articles of agreement be conveyed between the said colonies and San Francisco, and between San Francisco and the said colonies, and to enable a temporary arrangement or temporary arrangements to the like effect to be made, the said Company have requested permission from the present Postmasters-General of the said colonies respectively to continue to convey during the remainder of the present year and (but only as hereinafter mentioned) during the year 1878 Her Majesty's and other mails between the said colonies and San Francisco, and between San Francisco and the said colonies, by routes and within times and at rates of payment other than the routes, times, and rates of payment in the said articles of agreement mentioned, which permission the said Postmasters-General are disposed to grant if we, the said John Francis Ure, John Lennox Kincaid Jamieson, William Pearce, and Donald Robert Macgregor will testify by executing these presents our assent to the variations which have already been made, and to those which, during the remainder of the present year, 1877, and (but only as hereinafter mentioned) during the year 1878 shall or may be made in pursuance of such temporary arrangement or arrangements from the routes, times, and rates of payment in the said articles of agreement mentioned: Now these presents witness that notwithstanding that Her Majesty's and other mails which the Postmasters-General of the said colonies respectively, or either of them, have required or may require the said Pacific Mail Steamship Company to convey between the said colonies and San Francisco, and between San Francisco and the said colonies, have already, or may during the remainder of the present year 1877, or during the year 1878 (but as regards the year 1878 in so far only as such mails shall be conveyed during the completion of any voyage or voyages commenced in the present year) be conveyed by routes and within times and at rates of payment other than those in the said articles of